

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
WASHINGTON MUTUAL BANK,

Plaintiff,

vs.

GUILD MORTGAGE COMPANY, LLC,
a California limited liability company,

Defendant.

Case No. 8:22-cv-1832-CJC-JDE

STIPULATED PROTECTIVE ORDER

Based on the parties' Stipulation (Dkt. 23), and for good cause shown, the Court finds and orders as follows.

I. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section XIV(C), below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the

standards that will be applied when a party seeks permission from the Court to file material under seal.

II. GOOD CAUSE STATEMENT

This action is likely to involve personally identifiable information and other confidential financial information of bank customers, trade secrets, and other valuable commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Although the Court makes no findings as to any individual item by way of this Order, such confidential and proprietary materials and information may consist of, among other things:

(1) Regulatory: Protected Material (as defined below) of the regulation or supervision of Washington Mutual Bank (“WaMu”), from or with the Federal Deposit Insurance Corporation (“FDIC”) in its corporate capacity, the Comptroller of the Currency, the Office of Thrift Supervision, or any other federal or state regulatory authority, and any information containing confidential material obtained from any documents and records related to the supervision or regulation of WaMu. The Parties (as defined below) understand and agree that the release of such regulatory information may require approval from independent government agencies, and that no regulatory information, however obtained, if covered by this Order, will be disclosed to non-parties not covered by this Order except as provided herein or by agreement.

(2) Statutory: Protected Material may include information that is confidential pursuant to the Freedom of Information Act, 5 U.S.C. § 552, 12 C.F.R. Part 309, 12 C.F.R. § 21.11 or any other applicable federal or state laws,

1 including consumer Personally Identifiable Information (“PII”) and other
2 nonpublic personal information (“Non-Party Borrower Information”) as defined
3 or protected by the Gramm-Leach-Bliley Act, 15 U.S.C. § 6802, et seq., Freedom
4 of Information Act, Privacy Act, Bank Secrecy Act, and their implementing
5 regulations.

6 (3) Bank and Bank Customers: Protected Material may include material
7 related to WaMu, its employees (i.e., personnel or employment records), its
8 customers, any trading company involved in placing orders for commodities
9 futures or options, or any other entity, including Automated Clearing House
10 items or transactions, chargebacks, merchant processing, bank account
11 information, signature cards, bank statements, general ledger entries, deposit or
12 reserve information, commodity trading statements, loans and lending
13 transactions, loan applications, financial statements and credit reports, business
14 and personal state and federal income tax forms, correspondence, and related
15 loan documentation relating to any extension of credit or loan to any borrower.
16 Examples of “Protected Material,” without limitation, may include documents
17 containing a customer’s account number, credit card number, personal
18 identification number, account balance, information relating to a deposit
19 account, loan, or borrower relationship and loan application materials, and
20 documents or information that contain the customer’s name, address, social
21 security number, date of birth or other similar identifying Information.

22 (4) Receivership: Protected Material may include material related to the
23 receivership of WaMu, including any information on loss or estimates of such
24 loss on WaMu’s assets not publicly available. Notwithstanding the provisions of

1 Section IX.B. below, no such Protected Material shall be disclosed to any person
2 or entity known to have any current or prospective interest in such assets,
3 regardless of whether that person or entity is a defendant or non-party that
4 would otherwise be allowed access to information under the terms of this
5 Protective Order without prior Court approval or pursuant to lawful process.

6 (5) Trade Secrets and Other Information: Protected Material may include
7 material that reveals trade secrets or research, technical, commercial, or
8 financial information that the Party or Non-Party has maintained as
9 confidential.

10 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
11 disputes over confidentiality of discovery materials, to adequately protect information
12 the Parties and Non-parties are entitled to keep confidential, to ensure that the Parties
13 are permitted reasonable necessary uses of such material in preparation for and in the
14 conduct of trial, to address their handling at the end of the litigation, and serve the ends
15 of justice, a protective order for such information is justified in this matter. It is the
16 intent of the Parties that information will not be designated as confidential for tactical
17 reasons and that nothing be so designated without a good faith belief that it has been
18 maintained in a confidential, non-public manner, and there is good cause why it should
19 not be part of the public record of this case.

20 **III. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE**

21 The parties further acknowledge, as set forth in Section XIV(C) below, that this
22 Stipulated Protective Order does not entitle them to file confidential information under
23 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
24 standards that will be applied when a party seeks permission from the court to file

1 material under seal. There is a strong presumption that the public has a right of access
2 to judicial proceedings and records in civil cases. In connection with non-dispositive
3 motions, good cause must be shown to support a filing under seal. See Kamakana v.
4 City and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen.
5 Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electronics,
6 Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require
7 good cause showing), and a specific showing of good cause or compelling reasons with
8 proper evidentiary support and legal justification, must be made with respect to
9 Protected Material that a party seeks to file under seal. The parties' mere designation
10 of Disclosure or Discovery Material as CONFIDENTIAL does not— without the
11 submission of competent evidence by declaration, establishing that the material sought
12 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—
13 constitute good cause.

14 Further, if a party requests sealing related to a dispositive motion or trial, then
15 compelling reasons, not only good cause, for the sealing must be shown, and the relief
16 sought shall be narrowly tailored to serve the specific interest to be protected. See
17 Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th Cir. 2010). For each item
18 or type of information, document, or thing sought to be filed or introduced under seal,
19 the party seeking protection must articulate compelling reasons, supported by specific
20 facts and legal justification, for the requested sealing order. Again, competent evidence
21 supporting the application to file documents under seal must be provided by
22 declaration.

23 Any document that is not confidential, privileged, or otherwise protectable in its
24 entirety will not be filed under seal if the confidential portions can be redacted. If

1 documents can be redacted, then a redacted version for public viewing, omitting only
2 the confidential, privileged, or otherwise protectable portions of the document, shall be
3 filed. Any application that seeks to file documents under seal in their entirety should
4 include an explanation of why redaction is not feasible.

5 **IV. DEFINITIONS**

6 A. Action: This pending federal lawsuit.

7 B. Challenging Party: A Party or Non-Party that challenges the designation
8 of information or items under this Order.

9 C. “CONFIDENTIAL” Information or Items: Information (regardless of how
10 it is generated, stored or maintained) or tangible things that qualify for
11 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
12 the Good Cause Statement. All Electronically Stored Information (“ESI”) and
13 paper documents produced pursuant to an ESI Protocol are subject to this
14 Protective Order.

15 D. Counsel: Outside Counsel of Record and House Counsel (as well as their
16 support staff).

17 E. Designating Party: A Party or Non-Party that designates information or
18 items that it produces in disclosures or in responses to discovery as
19 “CONFIDENTIAL.”

20 F. Disclosure or Discovery Material: All items or information, regardless of
21 the medium or manner in which it is generated, stored, or maintained
22 (including, among other things, testimony, transcripts, and tangible things), that
23 are produced or generated in disclosures or responses to discovery in this
24 matter.

1 G. Expert: A person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to
3 serve as an expert witness or as a consultant in this Action.

4 H. House Counsel: Attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 I. Non-Party: Any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 J. Outside Counsel of Record: Attorneys who are not employees of a party
10 to this Action but are retained to represent or advise a party to this Action and
11 have appeared in this Action on behalf of that party or are affiliated with a law
12 firm which has appeared on behalf of that party, and includes support staff.

13 K. Party: Any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and
15 their support staffs).

16 L. Producing Party: A Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 M. Professional Vendors: Persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or
21 medium) and their employees and subcontractors.

22 N. Protected Material: Any Disclosure or Discovery Material that is
23 designated as "CONFIDENTIAL." If any Party or Non-Party believes that any
24 Disclosure or Discovery Material that is not designated as "CONFIDENTIAL"

1 should nevertheless be considered as Protected Material, it may seek a
 2 stipulation among the Parties to treat such information as Protected Material or
 3 it may make an appropriate application to the Court under Local Civil Rule 37-1,
 4 et seq. Such application shall only be granted for good cause shown.

5 Information that is available to the public or generally known in the industry of
 6 the Producing Party or Non-Party may not be designated as CONFIDENTIAL.
 7 Notwithstanding the foregoing paragraphs II.1 – 5, no Party is estopped or in
 8 any way prevented from later challenging the confidentiality designation of any
 9 Protected Material.

10 O. Receiving Party: A Party that receives Disclosure or Discovery Material
 11 from a Producing Party.

12 **V. SCOPE**

13 A. The protections conferred by this Stipulation and Order cover not only
 14 Protected Material (as defined above), but also (1) any information copied or
 15 extracted from Protected Material; (2) all copies, excerpts, summaries, or
 16 compilations of Protected Material; and (3) any testimony, conversations, or
 17 presentations by Parties or their Counsel that might reveal Protected Material.

18 B. Any use of Protected Material at trial shall be governed by the orders of
 19 the trial judge. This Order does not govern the use of Protected Material at trial.

20 **VI. DURATION**

21 Even after final disposition of this litigation, the confidentiality obligations
 22 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
 23 in writing or a court order otherwise directs. This Order does not govern the use of
 24 material at trial. Final disposition shall be deemed to be the later of (1) dismissal of all

1 claims and defenses in this Action, with or without prejudice; and (2) final judgment
2 herein after the completion and exhaustion of all appeals, rehearings, remands, trials,
3 or reviews of this Action, including the time limits for filing any motions or applications
4 for extension of time pursuant to applicable law.

5 **VII. DESIGNATING PROTECTED MATERIAL**

6 A. Exercise of Restraint and Care in Designating Material for Protection

7 1. Each Party or Non-Party that designates information or items for
8 protection under this Order must take care to limit any such designation
9 to specific material that qualifies under the appropriate standards. The
10 Designating Party must designate for protection only those parts of
11 material, documents, items, or oral or written communications that
12 qualify so that other portions of the material, documents, items, or
13 communications for which protection is not warranted are not swept
14 unjustifiably within the ambit of this Order.

15 2. Mass, indiscriminate, or routinized designations are prohibited.
16 Designations that are shown to be clearly unjustified or that have been
17 made for an improper purpose (e.g., to unnecessarily encumber the case
18 development process or to impose unnecessary expenses and burdens on
19 other parties) may expose the Designating Party to sanctions.

20 3. If it comes to a Designating Party's attention that information or
21 items that it designated for protection do not qualify for protection, that
22 Designating Party must promptly notify all other Parties that it is
23 withdrawing the inapplicable designation.
24

1 B. Manner and Timing of Designations

2 1. Material provided by any Party or Non-Party pursuant to this Protective
3 Order that is deemed and denominated by any Producing Party as “Confidential”
4 pursuant to this Protective Order shall be deemed to be Protected Material,
5 unless and until that designation is challenged pursuant to paragraph VII below.

6 2. Protected Material may be designated as such by affixing to the material
7 the legend “CONFIDENTIAL.” For example, the production media/container
8 for native files or productions may be designated as “CONFIDENTIAL.”

9 3. Protected Material shall only mean and shall be limited to the
10 information produced in this Action marked or otherwise designated as
11 “Confidential.” In the event a Party obtains a duplicate copy of Protected
12 Material produced in discovery in this Action from a publicly available source,
13 the Party acquiring the Protected Material shall not be required to comply with
14 the terms of this Order regarding the use of the duplicate Protected Material,
15 and the use of such duplicate Protected Material shall not be subject to the
16 provisions of this Order.

17 C. Failure to Designate Protected Material

18 The failure to designate any Protected Material with such legend shall not,
19 standing alone, constitute a waiver by any Producing Party of the right to assert
20 that such information contains or includes Protected Material. In the event that
21 any Producing Party produces Protected Material without designating it as such,
22 any Party or Non-Party may notify the Receiving Parties that the information
23 should have been designated Protected Material, and the Parties will treat the
24 information as Protected Material under this Protective Order.

VIII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

B. Meet and Confer

The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

C. Joint Stipulation.

Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

D. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

IX. ACCESS TO AND USE OF PROTECTED MATERIAL

A. Basic Principles

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of

1 persons and under the conditions described in this Order. When the
2 Action has been terminated, a Receiving Party must comply with the
3 provisions of Section XV below.

4 2. Protected Material must be stored and maintained by a Receiving
5 Party at a location and in a secure manner that ensures that access is
6 limited to the persons authorized under this Order.

7 B. Disclosure of “CONFIDENTIAL” Information or Items

8 1. Unless otherwise ordered by the Court or permitted in writing by
9 the Designating Party, a Receiving Party may disclose any information or
10 item designated “CONFIDENTIAL” only to:

11 a. The Receiving Party’s Outside Counsel of Record in this
12 Action, as well as employees of said Outside Counsel of Record to
13 whom it is reasonably necessary to disclose the information for this
14 Action;

15 b. The officers, directors, and employees (including House
16 Counsel) of the Receiving Party to whom disclosure is reasonably
17 necessary for this Action;

18 c. Experts (as defined in this Order) of the Receiving Party to
19 whom disclosure is reasonably necessary for this Action and who
20 have signed the “Acknowledgment and Agreement to Be Bound”
21 (Exhibit A);

22 d. The Court and its personnel;

23 e. Court reporters and their staff;

1 f. Professional jury or trial consultants, mock jurors, and
2 Professional Vendors to whom disclosure is reasonably necessary
3 for this Action and who have signed the “Acknowledgment and
4 Agreement to be Bound” attached as Exhibit A hereto;

5 g. The author or recipient of a document containing the
6 information or a custodian or other person who otherwise
7 possessed or knew the information;

8 h. During their depositions, witnesses, and attorneys for
9 witnesses, in the Action to whom disclosure is reasonably
10 necessary provided: (i) the deposing party requests that the
11 witness sign the “Acknowledgment and Agreement to Be Bound;”
12 and (ii) they will not be permitted to keep any confidential
13 information unless they sign the “Acknowledgment and Agreement
14 to Be Bound,” unless otherwise agreed by the Designating Party or
15 ordered by the Court. Pages of transcribed deposition testimony or
16 exhibits to depositions that reveal Protected Material may be
17 separately bound by the court reporter and may not be disclosed to
18 anyone except as permitted under this Stipulated Protective Order;
19 and

20 i. Any mediator or settlement officer, and their supporting
21 personnel, mutually agreed upon by any of the parties engaged in
22 settlement discussions.

23 C. Disclosure of Non-Party Borrower Information

24 To the extent any federal or state law or other legal authority governing the

1 disclosure or use of non-party borrower Information (“Non-Party Borrower
2 Information Law”) permits disclosure of such information pursuant to an order
3 of a court, this Order shall constitute compliance with such requirement.

4 **X. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
5 **IN OTHER LITIGATION**

6 A. If a Party is served with a subpoena or a court order issued in other
7 litigation that compels disclosure of any information or items designated in this
8 Action as “CONFIDENTIAL,” that Party must:

- 9 1. Promptly notify in writing the Designating Party. Such notification
10 shall include a copy of the subpoena or court order;
- 11 2. Promptly notify in writing the party who caused the subpoena or
12 order to issue in the other litigation that some or all of the material
13 covered by the subpoena or order is subject to this Protective Order. Such
14 notification shall include a copy of this Stipulated Protective Order; and
- 15 3. Cooperate with respect to all reasonable procedures sought to be
16 pursued by the Designating Party whose Protected Material may be
17 affected.

18 B. If the Designating Party timely seeks a protective order, the Party served
19 with the subpoena or court order shall not produce any information designated
20 in this action as “CONFIDENTIAL” before a determination by the Court from
21 which the subpoena or order issued, unless the Party has obtained the
22 Designating Party’s permission. The Designating Party shall bear the burden
23 and expense of seeking protection in that court of its confidential material and
24

nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

XI. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

B. In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

1. Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party

1 may produce the Non-Party's confidential information responsive to the
 2 discovery request. If the Non-Party timely seeks a protective order, the
 3 Receiving Party shall not produce any information in its possession or control
 4 that is subject to the confidentiality agreement with the Non-Party before a
 5 determination by the court. Absent a court order to the contrary, the Non-Party
 6 shall bear the burden and expense of seeking protection in this court of its
 7 Protected Material.

8 **XII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 10 Protected Material to any person or in any circumstance not authorized under this
 11 Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing
 12 the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve
 13 all unauthorized copies of the Protected Material, (3) inform the person or persons to
 14 whom unauthorized disclosures were made of all the terms of this Order, and (4)
 15 request such person or persons to execute the "Acknowledgment and Agreement to be
 16 Bound" that is attached hereto as Exhibit A.

17 **XIII. NO WAIVER OF PRIVILEGES**

18 A. Pursuant to Fed. R. Evid. 502(d), the production of Protected Material
 19 that is subject to the attorney-client privilege or the work product doctrine shall
 20 not be deemed and shall not constitute in this proceeding, a waiver of any such
 21 privilege or protection, regardless of whether the requirements of Fed. R. Evid.
 22 502(b)(1)-(3) have been met. With respect to the FDIC, in any of its capacities,
 23 these privileges include, but are not limited to, any privilege that Washington
 24 Mutual Bank may have had or any federal or state regulatory agency may hold.

1 The Parties' production of Protected Material is not intended to, and shall not,
 2 waive or diminish in any way the confidentiality of such material or its
 3 continued protection under the attorney-client privilege, work product doctrine,
 4 or any applicable privilege as to any other non-party.

5 B. Furthermore, in the event that a Party or Non-Party produces
 6 attorney-client privileged or otherwise privileged information, or other
 7 information protected by law from disclosure even under a Protective Order, and
 8 if the Party or Non-Party subsequently notifies the Receiving Party that the
 9 privileged information should not have been produced, the Receiving Party shall
 10 immediately return the originals and all copies of the inadvertently produced
 11 privileged information. If a party withholds from production any information on
 12 the basis of privilege, it shall provide a categorical privilege log. The Parties
 13 agree that communications and/or work product involving trial- or in-house
 14 counsel that post-date the earlier of either the FDIC-R's written demand for
 15 indemnification or complaint need not be placed on a privilege log. The Parties
 16 agree that FDIC is not required to provide any kind of identification of the
 17 documents withheld from production as protected by the Bank Secrecy Act.
 18 Nothing in this Protective Order shall prevent FDIC from using any Protected
 19 Material that it produces to any Party or non-party in any of FDIC's capacities
 20 for any lawful purposes.

21 **XIV. MISCELLANEOUS**

22 A. Right to Further Relief

23 Nothing in this Order abridges the right of any person to seek its modification by
 24 the Court in the future.

1 B. Right to Assert Other Objections

2 By stipulating to the entry of this Protective Order, no Party waives any right it
 3 otherwise would have to object to disclosing or producing any information or
 4 item on any ground not addressed in this Stipulated Protective Order. Similarly,
 5 no Party waives any right to object on any ground to use in evidence of any of the
 6 material covered by this Protective Order.

7 C. Filing Protected Material

8 A Party that seeks to file under seal any Protected Material must comply with
 9 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant
 10 to a court order authorizing the sealing of the specific Protected Material at
 11 issue. If a Party's request to file Protected Material under seal is denied by the
 12 Court, then the Receiving Party may file the information in the public record
 13 unless otherwise instructed by the Court.

14 **XV. FINAL DISPOSITION**

15 After the final disposition of this Action, as defined in Section VI, within sixty
 16 (60) days of a written request by the Designating Party, each Receiving Party must
 17 return all Protected Material to the Producing Party or destroy such material. As used
 18 in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
 19 summaries, and any other format reproducing or capturing any of the Protected
 20 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
 21 must submit a written certification to the Producing Party (and, if not the same person
 22 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
 23 category, where appropriate) all the Protected Material that was returned or destroyed
 24 and (2) affirms that the Receiving Party has not retained any copies, abstracts,

1 compilations, summaries or any other format reproducing or capturing any of the
2 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
3 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
4 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
5 attorney work product, and consultant and expert work product, even if such materials
6 contain Protected Material. Any such archival copies that contain or constitute
7 Protected Material remain subject to this Protective Order as set forth in Section VI.

8 **XVI. VIOLATION OF ORDER**

9 Any violation of this Order may be punished by any and all appropriate
10 measures including, without limitation, contempt proceedings and/or monetary
11 sanctions.

12 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

13 Dated: March 08, 2023

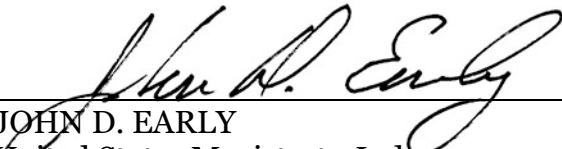
14 
15 JOHN D. EARLY
16 United States Magistrate Judge
17
18
19
20
21
22
23
24

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issue
by the United States District Court for the Central District of California on March 8 ,
2023 in the case of *Federal Deposit Insurance Corporation as Receiver for*
Washington Mutual Bank v. Guild Mortgage Company, LLC, a California limited
liability company, No. 8:22-cv-1832-CJC-JDE. I agree to comply with and to be bound
by all the terms of this Stipulated Protective Order and I understand and acknowledge
that failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information or
item that is subject to this Stipulated Protective Order to any person or entity except in
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or
type full name] of _____ [print or type full address and
telephone number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____